

Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
2/13/2019 3:28 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, MUNICIPAL DIVISION

KRISTI KUCERA

Plaintiff

v.

AMARA ENYIA AKA
Amarachuku Enyia

Defendants

CASE NO. 20191104605

RETURN DATE 3/13/19
Return Date: 3/13/2019

VERIFIED COMPLAINT

Now comes KRISTI KUCERA ("Plaintiff") and files her Verified Complaint against AMARA ENYIA ("Defendant"), states:

PARTIES

1. At all times herein mentioned, on or about August 2018, Plaintiff, KRISTI KUCERA, was and is a resident of *Depage County, Illinois*.
2. At all times herein mentioned, Defendant, AMARA ENYIA, was and is a resident of Cook County, Illinois.

COUNT I
Breach of Contract

3. On or about August of 2018, Plaintiff and Defendant entered into an agreement for the Plaintiff to provide the Defendant with communication services to assist the Defendant on her campaign to run for Mayor of the City of Chicago.
4. On or about August 21, 2018. The Plaintiff began to assist the Defendant with her campaign for Mayor of the city of Chicago.
5. The Plaintiff provided communications services including but not limited to:
 - a. Preparing for campaign launch announcement;
 - b. Conducting media relations for campaign announcement;
 - c. Updating media lists;
 - d. Drafting and distributing press releases;

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- e. Conducting follow-up calls to media;
- f. Handling reactive media relations;
- g. Issuing statements;
- h. Attending media interviews;
- i. Attending weekly staff meetings;
- j. Compiling weekly reports

6. Pursuant to the terms and conditions of the agreement, the Plaintiff was to provide services as the Communications Director and the Defendant was to compensate the Plaintiff for her services.
7. The Plaintiff has fully complied with the terms and conditions of the agreement.
8. On or about December 12, 2018, the Plaintiff completed the work required under the agreement, and requested a payment in the amount of \$24,000.00 for the completed work.
9. On or about January 10, 2019, the Plaintiff, via her attorney, sent the Defendant a demand letter requesting the balance owed to Plaintiff, (*See Exhibit 'A'*).
10. As of the date of filing of this Verified Complaint, the Plaintiff has yet to receive the balance due of \$24,000.00 from the Defendant. Defendant is in breach of the agreement.
11. Defendant breached the agreement in that she did not pay to the Plaintiff the balance due and owing, pursuant to the agreement.
12. Plaintiff has been damaged in the sum of \$24,000.00 as a result of the Defendant not performing under the agreement.

WHEREFORE, Plaintiff KRISTI KUCERA prays that this Honorable Court enters judgment in her favor and against Defendant, AMARA ENYIA, for damages including but not limited to \$24,000.00 owed to the Plaintiff for the services performed, together with statutory pre-judgment interest accrued thereon, for other damages proximately caused by Defendant's breach of contract, plus costs, and for such other and further relief as the Court shall deem just and proper.

COUNT II
Unjust Enrichment
(In the Alternative)

13. Plaintiff adopts and re-alleges paragraphs 1 and 2 of the Verified Complaint.

14. During August 21, 2019 through and including December 12, 2018, the Plaintiff provided communications services to the Defendant including but not limited to:

- a. Preparing for campaign launch announcement;
- b. Conducting media relations for campaign announcement;
- c. Updating media lists;
- d. Drafting and distributing press releases;
- e. Conducting follow-up calls to media;
- f. Handling reactive media relations;
- g. Issuing statements;
- h. Attending media interviews;
- i. Attending weekly staff meetings;
- j. Compiling weekly reports

15. Plaintiff has received no payments from the Defendant for the services she provided.


16. Defendant has unjustly retained a benefit in the amount of \$24,000.00 to the Plaintiff's detriment, and by doing so the Defendant's retention of the benefit violates the fundamental principles of justice, equity, and good conscience.

WHEREFORE, Plaintiff KRISTI KUCERA prays that this Honorable Court enters judgment in her favor and against Defendant, AMARA ENYIA, for damages including but not limited to \$24,000.00 owed to the Plaintiff for the services performed, together with statutory pre-judgment interest accrued thereon, for other damages proximately caused by Defendant's breach of contract, plus costs, and for such other and further relief as the Court shall deem just and proper.

SECTION 1-109 VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certify that the statements set forth in this instrument are true and correct, and except as to matters therein stated to be on information and belief, and as to such matters, the undersigned certify as aforesaid that they verily believe the same to be true.


KRISTI DUNN KUCERA


CHICAGO, IL 60632

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2120 - Served 2220 - Not Served 2620 - Sec. of State
2121 - Alias Served 2221 - Alias Not Served 2621 - Alias Sec. of State

Summons (This form replaces CCM 0646, CCM1 0646, CCM1 0651, CCMD 0648, and CCMD 0649-2 thru 6)

(10/06/09) CCM N649

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Name All Parties

1st MUNICIPAL DISTRICT

20191104605

Case No.

Amount Claimed: \$ 24,000.00

Appearance Filing/Return Date: 3/13/19

Return Date: 3/13/2019

Status Date:

Trial Date:

Time:

Room:

KRISTI KUCERA Plaintiff(s)

v.

AMARA ENYIA, AKA
AMARACHUKU ENYIA Defendant(s)

Address of Defendant(s)

Please serve as follows: ☐ Certified Mail ☒ Sheriff Service ☐ Alias (Plaintiff check one)

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in:

- ☒ District 1: Richard J. Daley Center; 50 West Washington, Room 602; Chicago, IL 60602
☐ District 2: 5600 Old Orchard Rd., Rm 136; Skokie, IL 60077 ☐ District 5: 10220 S. 76th Ave., Rm 121; Bridgeview, IL 60455
☐ District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153

on MARCH 13, 2019, between the hours of 8:30 a.m. and 2:30 p.m.;

☐ District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008 ☐ District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428
on _____, before 9:00 a.m.

2. File your answer to the complaint before 9:00 a.m. as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on the reverse side.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than 3 days before the day for appearance.

THERE WILL BE A FEE TO FILE YOUR APPEARANCE.

Atty. No.: 99506

Name: KRISTI KUCERA

Atty. for: N/A

Address: _____

City/State/Zip: CHICAGO, IL 60632

Telephone: _____

WITNESS, 2/13/2019 3 28 PM DOROTHY BROWN

DOROTHY BROWN, Circuit Court Clerk

Date of Service: _____

(To be inserted by officer on copy left with Defendant or other person)

SEE REVERSE SIDE

** Service by Facsimile Transmission will be accepted at:

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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